

1 THE HONORABLE THOMAS S. ZILLY

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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 JOUREY NEWELL and FELIPE
11 MACHADO, individually and on behalf of
all others similarly situated,

12 Plaintiffs,

13 v.

14 RECREATIONAL EQUIPMENT, INC., a
15 Washington company,

16 Defendant.

Case No. 2:19-cv-00662

**STIPULATED MOTION AND ORDER TO
EXTEND BRIEFING SCHEDULE AND
NOTING DATE OF RENEWED MOTION
TO DISMISS**

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18 **STIPULATION**

19 On May 3, 2019, plaintiffs Jourey Newell and Felipe Machado (the “Plaintiffs”) filed
20 their original complaint in this putative class action against defendant Recreational Equipment,
21 Inc. (“REI”). Dkt. No. 1. REI filed a motion to dismiss on May 30, 2019. Dkt. No. 13. The
22 Plaintiffs subsequently filed an amended complaint (the “Amended Complaint”) on June 30,
23 2019. Dkt. No. 17. The Amended Complaint alleges violations of the Electronic Funds Transfer
24 Act (“EFTA”), as amended by the Credit Card Accountability and Disclosure Act (“CARD”), 15
25 U.S.C. § 1693l-1, and Washington’s gift certificate statute, RCW 19.240.020. *Id.* The Court
26 denied REI’s motion to dismiss the original complaint as moot on June 25, 2019. Dkt. No. 18.

STIPULATED MOTION AND ORDER TO EXTEND
BRIEFING SCHEDULE - 1
Case No. 2:19-CV-00662

Turke & Strauss LLP
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Seattle, WA 98103-8869

1 REI filed a renewed motion to dismiss the amended complaint with a Noting Date of July 26,
2 2019. Dkt. No. 21.

3 At the request of the plaintiffs, and pursuant to LCR 7(d)(1) and 10(g), the parties, by and
4 through their undersigned counsel of record, stipulate and agree as follows:

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Event	Current Deadline	Revised Deadline
Response to Renewed Motion to Dismiss	7/22/2019	7/29/2019
Reply to Renewed Motion to Dismiss	7/26/2019	8/9/2019
Noting Date	7/26/2019	8/9/2019

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10 The Parties respectfully request the Court approve the extended briefing schedule and
11 noting date for Defendant's Renewed Motion to Dismiss the Amended Complaint set forth in
12 this stipulation.

1 STIPULATED AND AGREED on this 22nd day of July, 2019.

2 TURKE & STRAUSS LLP

DLA PIPER LLP (US)

3
4 s/ Samuel J. Strauss

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13 PARONICH LAW, P.C.

14 s/ Anthony I. Paronich

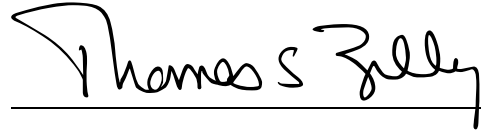
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18 *Attorneys for Plaintiffs and the Putative
Class*

ORDER

In accordance with the foregoing stipulation, it is so **ORDERED**.

Dated: July 22, 2019.

A handwritten signature in black ink that reads "Thomas S. Zilly". The signature is written in a cursive style with a large, stylized 'T' and 'Z'.

Thomas S. Zilly
United States District Judge